

1 BILL NO. S-81-05-06

2 SPECIAL ORDINANCE NO. S- 130-81

3  
4 AN ORDINANCE approving a contract for  
5 Street Lighting Improvement Resolution  
6 No. 151-80, between the City of Fort  
7 Wayne, Indiana, and Weikel Line Company,  
8 Inc. for installation ornamental lighting  
9 system.

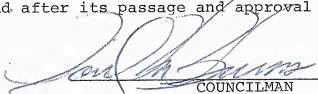
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY  
11 OF FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract dated April 22,  
13 1981, between the City of Fort Wayne, Indiana, by and through  
14 its Mayor and the Board of Public Works and Weikel Line Com-  
15 pany, Inc. for:

16 Underground ornamental lighting  
17 system for the East Central Phase VI  
18 Impact Area more specifically defined  
19 as Hugh Street, from McCulloch Street  
20 to Winter Street, from Lewis Street  
21 to Hayden Street, Lillie Street, from  
22 Lewis Street to Hayden and Alliger Street,  
23 from Winter Street to Anthony Boulevard,

24 under Board of Public Works Street Lighting Improvement Resolu-  
25 tion No. 151-80, at a total cost of \$21,797.23, all as more  
26 particularly set forth in said contract which is on file in  
27 the Office of the Board of Public Works and is by reference  
28 incorporated herein and made a part hereof, be and the same  
29 is in all things hereby ratified, confirmed and approved.

30 SECTION 2. That this Ordinance shall be in full  
31 force and effect from and after its passage and approval by  
32 the Mayor.

  
COUNCILMAN

33 APPROVED AS TO FORM AND  
34 LEGALITY MAY 8, 1981.

35   
36 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Salinas, and duly adopted, read the second time by title and referred to the Committee City Notice (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 5-12-81, the 5 day of May, 1981, at 5 o'clock P. M., E.S.T.

DATE: 5-12-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Salinas, and duly adopted, placed on its passage. PASSED (Unanimous) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>X</u>				
EISBART	<u>X</u>				
GIAQUINTA	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
SCHOMBURG	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 6-2-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-130-81 on the 2nd day of June, 1981.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 2nd day of June, 1981, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 3rd day of June 1981, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-81-05-06

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Street Lighting Improvement  
Resolution NO. 151-80, between the City of Fort Wayne,  
Indiana, and Weikel Line Company, Inc. for installation  
ornamental lighting system

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DOES PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

6-2-81  
CONCURRED IN

DATE

CHARLES W. WESTERMAN, CITY CLERK

*Amended*  
*5/12/81*

70-169-14 4/22/81

CONTRACT  
Res. No. 151-80

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

THIS AGREEMENT made and entered into this, the 22nd  
day of April 1981, by and between:

The City of Fort Wayne, Indiana

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

Weikel Line Co, Inc.

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnishing  
labor and equipment and performing work therein fully described,  
and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_,  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all particulars  
become the agreement and contract between the parties hereto in all  
matters and things set forth therein and described, and further,  
that both parties hereby accept and agree to the terms and conditions  
of said contract documents so filed, for the following:

To light the East Central Phase VI Impact Area with a

underground ornamental lighting system. In the amount of:

\$21,797.23.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto, it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/l -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination"
    - (2) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.



ENFORCEMENT OF THIS Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EQUAL EMPLOYMENT STATEMENT AND  
AFFIRMATIVE ACTION PROGRAM

I \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_  
(name) (position) (company)

hereby certify:

- (1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.
- (2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.
- (3) That said company is/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

Dated: \_\_\_\_\_  
State of Indiana  
County of Allen

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Notary

My commission expires:

Seal:

\_\_\_\_\_

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

W. W. Moore Jr.  
MAYOR

Richard E. Kennedy  
ATTEST: Clerk

BOARD OF PUBLIC WORKS

W. J. Loh  
Robert Anderson  
Betty R. Collins

CONTRACTOR:

THE WEIKEL LINE CO. INC.  
BY: Don Waldrop, V-Pres

Approved in Form & Legality  
By:

Richard E. Mueller

ASSOCIATE CITY ATTORNEY

NOTARY PUBLIC:

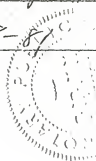
Joan M. Gutermuth

County of: Allen

My commission expires: 1/25/85

BY: Don Waldrop, V-Pres

DATE: 4-8-84



RAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE 1981.  
 in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

## TRADES OR OCCUPATION

	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	.55	1.25			3c if
BOILERMAKER	S	16.00	1.37½	1.40		3c	
BRICKLAYER	S	13.11	.67	.80		2c	6 if
CARPENTER (BUILDING) (HIGHWAY)	S	12.30	.70	.62		2c	4 if
	S	12.73	.80	.80		5c	2 if
CEMENT MASON	S	11.85	.75	.80		2c	
ELECTRICIAN	S	14.85	.55	32+.70		6c	15 if
ELEVATOR CONSTRUCTOR	S	13.53½	1.19½	.95	8%	3½c	
GLAZIER	S	12.39		.25	.40	6c	31c holiday 25c annuity
IRON WORKER	S	14.20	1.00	1.60		4c	2 if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	9.35-10.35	.85	.75		9c	
	S-US-SS	9.75-10.60	1.00	.75		9c	
	S-US-SS	9.75-10.60	1.00	.75		9c	
LATHER	S	12.33		.80		1c	3 if
MILLWRIGHT & PILEDRIVER	S	12.70	.70	.62		2c	4 if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	9.40-14.00	.75	.90		10c	
	S-SS-US	9.29-12.44	.75	.65		10c	
	S-SS-US	9.29-12.44	.75	.65		10c	
PAINTER	S	10.70-11.70	.60	1.00		12c	6c misc.
PLASTERER	S	12.30	.60	.80			
PLUMBER & STEAMFITTER	S	15.12	.85	1.30		7c	7c if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
ROOFER	S	12.90		.40			
SHEETMETAL WORKER	S	14.16	.92	1.01		15c	48 sasm 15 if
	S-SS US	10.60-11.55½	36.50pw	41.00pw			
TEAMSTER (BUILDING) (HIGHWAY)	S-SS-US	10.21-10.81	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April, 19 81

*Luc Stanes*  
 REPRESENTING GOVERNOR, STATE OF INDIANA

*Robert Anderson*  
 REPRESENTING THE AWARING AGENT.

*Frank M. Thier*  
 REPRESENTING STATE A.F.L. & C.I.O.

## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we THE WEIKEL FINE CO., INC.

as Principal, and the RELIANCE INSURANCE COMPANY

\_\_\_\_\_, a corporation organized under the laws of the  
State of PENNSYLVANIA, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of TWENTY-ONE THOUSAND  
SEVEN HUNDRED NINETY-SEVEN AND 23/100 - - - - -

(\$ 21,797.23), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that:

WHEREAS, the Principal did on the 8th day of April, 1981,  
enter into a contract with the City of Fort Wayne to construct  
improvement of street lighting, Res. No. 151-81, East Central Phase VI

at a cost of \$ 21,797.23, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

THE WEIKEL LINE CO., INC.

(Contractor)

BY: Don Waldrup

ITS: V-Pres + Secretary

ATTEST:

[Signature]

(Title)

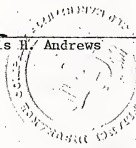
RELIANCE INSURANCE COMPANY

Surety

BY: L. H. Andrews

Authorized Agent Louis H. Andrews  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached





## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Bernard M. Niezer, Gerald C. Kramer, Gerald C. Kramer, Jr., Fred L. Tegtmeyer, Walter E. Manske and Louis H. Andrews, individually, of Fort Wayne, Indiana, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship, \_\_\_\_\_

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

## ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 20th day of February 1973

RELIANCE INSURANCE COMPANY



Vice-President

STATE OF Pennsylvania } ss.  
COUNTY OF Philadelphia }

On this 20th day of February, 1973, personally appeared J.H. McDermott

\_\_\_\_\_, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976

Notary Public in and for State of PennsylvaniaResiding at Philadelphia

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 8th day of April 1981.

Assistant Secretary



# ST. LIGHT ENGINEERING

## BID ANAL

PROJECT: EAST CENTRAL PHASE VI

DATE: 4/1/81 RES. NO. 151-81

ITEM	QUAN.	UNIT	MATERIAL DESCRIPTION	ENGR. ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID
001	24	Ea.	Install 16' BK Alum. Pole - 4" Deep with pole set	\$56.00	\$1344.00			
002	6	Ea.	Install 12' Pedestal Pole	\$55.00	\$330.00			
003	30	Ea.	Install TL100R Luminaire & Lamp	\$33.50	\$1005.00			
004	4,000	Sq. Ft.	Remove brick sidewalk & concrete curb & install 4" curb face walk.	\$3.75	\$15,000.00			
005	1990	Li.F.	Trench in Earth - 20" Deep	\$1.30	\$2587.00			
006	792	Li.F.	Bore or push 1 1/2" pvc tubing under drives, streets, trees, walkways	\$5.00	\$3960.00			
007	3375	Li.F.	Install 24 and/or 1/2" Aluminum wire in trench or conduit	\$0.45	\$1518.75			
008	6	Ea.	Install 15' x 15' x 4" concrete foundation with anchor bolts	\$200.00	\$1200.00			
009	700	Li.F.	Install 1" tubing in trench	\$1.30	\$942.50			
010	25	TON	Asphalt Patching	\$5.00	\$1625.00			
011	2100	Li.F.	Fine Grading, Seeding & Mulch	\$0.40	\$840.00			
012	1	Ea.	Install 10' Piser	\$35.00	\$35.00			
			(ENGR. EST.) TOTAL BID		\$30,387.25			
			Mat'l. furnished by City		\$10,146.90			
			Engineering & Inspection		\$4,053.41			
			Labor by City Forces		\$1,624.10			
			ADVERTISING		\$40.00			
			TOTAL CONTRACT		\$46,251.66			
			7/2 OVER/UNDER					

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Bernard M. Niezer, Gerald C. Kramer, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske and Louis H. Andrews, individually, of Fort Wayne, Indiana, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship, \_\_\_\_\_

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

## ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 20th day of February 1973

RELIANCE INSURANCE COMPANY



Vice-President

STATE OF Pennsylvania }  
COUNTY OF Philadelphia } ss.

On this 20th day of February, 1973, personally appeared J.H. McDermott

\_\_\_\_\_ to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 8th day of April, 1981.

W. F. Brunner  
Assistant Secretary



DIGEST SHEET

S 81-05-06

TITLE OF ORDINANCE STREET LIGHTING IMPROVEMENT RES. 151-80DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE STREET LIGHTING IMPROVEMENT RESOLUTION 151-80 TO  
LIGHT THE EAST CENTRAL PHASE VI IMPACT AREA WITH A UNDERGROUND ORNAMENTAL  
LIGHTING SYSTEM. WEIKEL LINE COMPANY, INC. LOW BIDDER.

THE EAST CENTRAL PHASE VI IMPACT AREA IS MORE SPECIFICALLY DEFINED  
AS HUGH STREET, FROM MCCULLOCH STREET TO WINTER STREET, FROM LEWIS  
STREET TO HAYDEN STREET, LILLIE STREET, FROM LEWIS STREET TO HAYDEN  
AND ALLIGER STREET, FROM WINTER STREET TO ANTHONY BLVD.

EFFECT OF PASSAGE THE EAST CENTRAL PHASE VI IMPACT AREA WILL HAVE  
NEW UNDERGROUND ORNAMENTAL LIGHTING SYSTEM.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED WILL NOT HAPPEN.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$21,797.23 to  
be paid for by COMMUNITY DEVELOPMENT BLOCK GRANT

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_